

ASROC	CORP CHOICE 1	CORP CHOICE 2	ULTRA-RENEWABLE	TOTAL	BASE RATE	CORP ACCT PLAN 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
\$18.05	\$17.00	\$16.00	\$5.00	\$2.352	\$24.85	\$27.82	\$28.85	\$31.25	\$34.75	\$38.47	\$42.35	\$46.35	\$50.45	\$54.65	\$58.95	\$63.35	\$67.85	\$72.45	\$77.15	\$81.95	\$86.85	\$91.85	\$96.95	\$102.15	\$107.45	\$112.85	\$118.35	\$123.95	\$129.65	\$135.45	\$141.35	\$147.35	\$153.45	\$159.65	\$165.95	\$172.35	\$178.85	\$185.45	\$192.15	\$198.95	\$205.85	\$212.85	\$219.95	\$227.15	\$234.45	\$241.85	\$249.35	\$256.95	\$264.65	\$272.45	\$280.35	\$288.35	\$296.45	\$304.65	\$312.95	\$321.35	\$329.85	\$338.45	\$347.15	\$355.95	\$364.85	\$373.85	\$382.95	\$392.15	\$401.45	\$410.85	\$420.35	\$429.95	\$439.65	\$449.45	\$459.35	\$469.35	\$479.45	\$489.65	\$499.95	\$510.35	\$520.85	\$531.45	\$542.15	\$552.95	\$563.85	\$574.85	\$585.95	\$597.15	\$608.45	\$619.85	\$631.35	\$642.95	\$654.65	\$666.45	\$678.35	\$690.35	\$702.45	\$714.65	\$726.95	\$739.35	\$751.85	\$764.45	\$777.15	\$789.95	\$802.85	\$815.85	\$828.95	\$842.15	\$855.45	\$868.85	\$882.35	\$895.95	\$909.65	\$923.45	\$937.35	\$951.35	\$965.45	\$979.65	\$993.95	\$1008.35	\$1022.85	\$1037.45	\$1052.15	\$1066.95	\$1081.85	\$1096.85	\$1111.95	\$1127.15	\$1142.45	\$1157.85	\$1173.35	\$1188.95	\$1204.65	\$1220.45	\$1236.35	\$1252.35	\$1268.45	\$1284.65	\$1300.95	\$1317.35	\$1333.85	\$1350.45	\$1367.15	\$1383.95	\$1400.85	\$1417.85	\$1434.95	\$1452.15	\$1469.45	\$1486.85	\$1504.35	\$1521.95	\$1539.65	\$1557.45	\$1575.35	\$1593.35	\$1611.45	\$1629.65	\$1647.95	\$1666.35	\$1684.85	\$1703.45	\$1722.15	\$1740.95	\$1759.85	\$1778.85	\$1797.95	\$1817.15	\$1836.45	\$1855.85	\$1875.35	\$1894.95	\$1914.65	\$1934.45	\$1954.35	\$1974.35	\$1994.45	\$2014.65	\$2034.95	\$2055.35	\$2075.85	\$2096.45	\$2117.15	\$2137.95	\$2158.85	\$2179.85	\$2200.95	\$2222.15	\$2243.45	\$2264.85	\$2286.35	\$2307.95	\$2329.65	\$2351.45	\$2373.35	\$2395.35	\$2417.45	\$2439.65	\$2461.95	\$2484.35	\$2506.85	\$2529.45	\$2552.15	\$2574.95	\$2597.85	\$2620.85	\$2643.95	\$2667.15	\$2690.45	\$2713.85	\$2737.35	\$2760.95	\$2784.65	\$2808.45	\$2832.35	\$2856.35	\$2880.45	\$2904.65	\$2928.95	\$2953.35	\$2977.85	\$3002.45	\$3027.15	\$3051.95	\$3076.85	\$3101.85	\$3126.95	\$3152.15	\$3177.45	\$3202.85	\$3228.35	\$3253.95	\$3279.65	\$3305.45	\$3331.35	\$3357.35	\$3383.45	\$3409.65	\$3435.95	\$3462.35	\$3488.85	\$3515.45	\$3542.15	\$3568.95	\$3595.85	\$3622.85	\$3649.95	\$3677.15	\$3704.45	\$3731.85	\$3759.35	\$3786.85	\$3814.45	\$3842.15	\$3869.95	\$3897.85	\$3925.85	\$3953.95	\$3982.15	\$4010.45	\$4038.85	\$4067.35	\$4095.95	\$4124.65	\$4153.45	\$4182.35	\$4211.35	\$4240.45	\$4269.65	\$4298.95	\$4328.35	\$4357.85	\$4387.45	\$4417.15	\$4446.95	\$4476.85	\$4506.85	\$4536.95	\$4567.15	\$4597.45	\$4627.85	\$4658.35	\$4688.95	\$4719.65	\$4750.45	\$4781.35	\$4812.35	\$4843.45	\$4874.65	\$4905.95	\$4937.35	\$4968.85	\$4999.45	\$5030.15	\$5060.95	\$5091.85	\$5122.85	\$5153.95	\$5185.15	\$5216.45	\$5247.85	\$5279.35	\$5310.95	\$5342.65	\$5374.45	\$5406.35	\$5438.35	\$5470.45	\$5502.65	\$5534.95	\$5567.35	\$5599.85	\$5632.45	\$5665.15	\$5697.95	\$5730.85	\$5763.85	\$5796.95	\$5830.15	\$5863.45	\$5896.85	\$5930.35	\$5963.95	\$5997.65	\$6031.45	\$6065.35	\$6099.35	\$6133.45	\$6167.65	\$6201.95	\$6236.35	\$6270.85	\$6305.45	\$6340.15	\$6374.95	\$6409.85	\$6444.85	\$6479.95	\$6515.15	\$6550.45	\$6585.85	\$6621.35	\$6656.95	\$6692.65	\$6728.45	\$6764.35	\$6800.35	\$6836.45	\$6872.65	\$6908.95	\$6945.35	\$6981.85	\$7018.45	\$7055.15	\$7091.95	\$7128.85	\$7165.85	\$7202.95	\$7240.15	\$7277.45	\$7314.85	\$7352.35	\$7389.85	\$7427.45	\$7465.15	\$7502.95	\$7540.85	\$7578.85	\$7616.95	\$7655.15	\$7693.45	\$7731.85	\$7770.35	\$7808.95	\$7847.65	\$7886.45	\$7925.35	\$7964.35	\$8003.45	\$8042.65	\$8081.95	\$8121.35	\$8160.85	\$8200.45	\$8240.15	\$8279.95	\$8319.85	\$8359.85	\$8399.95	\$8440.15	\$8480.45	\$8520.85	\$8561.35	\$8601.95	\$8642.65	\$8683.45	\$8724.35	\$8765.35	\$8806.45	\$8847.65	\$8888.95	\$8930.35	\$8971.85	\$9013.45	\$9055.15	\$9096.95	\$9138.85	\$9180.85	\$9222.95	\$9265.15	\$9307.45	\$9349.85	\$9392.35	\$9434.95	\$9477.65	\$9520.45	\$9563.35	\$9606.35	\$9649.45	\$9692.65	\$9735.95	\$9779.35	\$9822.85	\$9866.45	\$9910.15	\$9953.95	\$9997.85	\$10041.85	\$10085.95	\$10130.15	\$10174.45	\$10218.85	\$10263.35	\$10307.95	\$10352.65	\$10397.45	\$10442.35	\$10487.35	\$10532.45	\$10577.65	\$10622.95	\$10668.35	\$10713.85	\$10759.45	\$10805.15	\$10850.95	\$10896.85	\$10942.85	\$10988.95	\$11035.15	\$11081.35	\$11127.65	\$11174.05	\$11220.45	\$11266.95	\$11313.55	\$11360.15	\$11406.85	\$11453.65	\$11500.45	\$11547.35	\$11594.35	\$11641.35	\$11688.45	\$11735.55	\$11782.65	\$11829.85	\$11877.15	\$11924.45	\$11971.85	\$12019.35	\$12066.85	\$12114.45	\$12162.15	\$12209.85	\$12257.65	\$12305.45	\$12353.35	\$12401.35	\$12449.35	\$12497.45	\$12545.65	\$12593.85	\$12642.15	\$12690.45	\$12738.85	\$12787.35	\$12835.85	\$12884.45	\$12933.05	\$12981.65	\$13030.35	\$13079.05	\$13127.85	\$13176.65	\$13225.45	\$13274.35	\$13323.35	\$13372.35	\$13421.35	\$13470.45	\$13519.45	\$13568.55	\$13617.65	\$13666.75	\$13715.85	\$13764.95	\$13814.05	\$13863.15	\$13912.25	\$13961.35	\$14010.45	\$14059.55	\$14108.65	\$14157.75	\$14206.85	\$14255.95	\$14305.05	\$14354.15	\$14403.25	\$14452.35	\$14501.45	\$14550.55	\$14599.65	\$14648.75	\$14697.85	\$14746.95	\$14796.05	\$14845.15	\$14894.25	\$14943.35	\$14992.45	\$15041.55	\$15090.65	\$15139.75	\$15188.85	\$15237.95	\$15287.05	\$15336.15	\$15385.25	\$15434.35	\$15483.45	\$15532.55	\$15581.65	\$15630.75	\$15679.85	\$15728.95	\$15778.05	\$15827.15	\$15876.25	\$15925.35	\$15974.45	\$16023.55	\$16072.65	\$16121.75	\$16170.85	\$16219.95	\$16269.05	\$16318.15	\$16367.25	\$16416.35	\$16465.45	\$16514.55	\$16563.65	\$16612.75	\$16661.85	\$16710.95	\$16760.05	\$16809.15	\$16858.25	\$16907.35	\$16956.45	\$17005.55	\$17054.65	\$17103.75	\$17152.85	\$17201.95	\$17251.05	\$17300.15	\$17349.25	\$17398.35	\$17447.45	\$17496.55	\$17545.65	\$17594.75	\$17643.85	\$17692.95	\$17742.05	\$17791.15	\$17840.25	\$17889.35	\$17938.45	\$17987.55	\$18036.65	\$18085.75	\$18134.85	\$18183.95	\$18233.05	\$18282.15	\$18331.25	\$18380.35	\$18429.45	\$18478.55	\$18527.65	\$18576.75	\$18625.85	\$18674.95	\$18724.05	\$18773.15	\$18822.25	\$18871.35	\$18920.45	\$18969.55	\$19018.65	\$19067.75	\$19116.85	\$19165.95	\$19215.05	\$19264.15	\$19313.25	\$19362.35	\$19411.45	\$19460.55	\$19509.65	\$19558.75	\$19607.85	\$19656.95	\$19706.05	\$19755.15	\$19804.25	\$19853.35	\$19902.45	\$19951.55	\$20000.65	\$20049.75	\$20098.85	\$20147.95	\$20197.05	\$20246.15	\$20295.25	\$20344.35	\$20393.45	\$20442.55	\$20491.65	\$20540.75	\$20589.85	\$20638.95	\$20688.05	\$20737.15	\$20786.25	\$20835.35	\$20884.45	\$20933.55	\$20982.65	\$21031.75	\$21080.85	\$21129.95	\$21179.05	\$21228.15	\$21277.25	\$21326.35	\$21375.45	\$21424.55	\$21473.65	\$21522.75	\$21571.85	\$21620.95	\$21670.05	\$21719.15	\$21768.25	\$21817.35	\$21866.45	\$21915.55	\$21964.65	\$22013.75	\$22062.85	\$22111.95	\$22161.05	\$22210.15	\$22259.25	\$22308.35	\$22357.45	\$22406.55	\$22455.65	\$22504.75	\$22553.85	\$22602.95	\$22652.05	\$22701.15	\$22750.25	\$22799.35	\$22848.45	\$22897.55	\$22946.65	\$22995.75	\$23044.85	\$23093.95	\$23143.05	\$23192.15	\$23241.25	\$23290.35	\$23339.45	\$23388.55	\$23437.65	\$23486.75	\$23535.85	\$23584.95	\$23634.05	\$23683.15	\$23732.25	\$23781.35	\$23830.45	\$23879.55	\$23928.65	\$23977.75	\$24026.85	\$24075.95	\$24125.05	\$24174.15	\$24223.25	\$24272.35	\$24321.45	\$24370.55	\$24419.65	\$24468.75	\$24517.85	\$24566.95	\$24616.05	\$24665.15	\$24714.25	\$24763.35	\$24812.45	\$24861.55	\$24910.65	\$24959.75	\$25008.85	\$25057.95	\$25107.05	\$25156.15	\$25205.25	\$25254.35	\$25303.45	\$25352.55	\$25401.65	\$25450.75	\$25499.85	\$25548.95	\$25598.05	\$25647.15	\$25696.25	\$25745.35	\$25794.45	\$25843.55	\$25892.65	\$25941.75	\$25990.85	\$26039.95	\$26089.05	\$26138.15	\$26187.25	\$26236.35	\$26285.45	\$26334.55	\$26383.65	\$26432.75	\$26481.85	\$26530.95	\$26580.05	\$26629.15	\$26678.25	\$26727.35	\$26776.45	\$26825.55	\$26874.65	\$26923.75	\$26972.85	\$27021.95	\$27071.05	\$27120.15	\$27169.25	\$27218.35	\$27267.45	\$27316.55	\$27365.65	\$27414.75	\$27463.85	\$27512.95	\$27562.05	\$27611.15	\$27660.25	\$27709.35	\$27758.45	\$27807.55	\$27856.65	\$27905.75	\$27954.85	\$28003.95	\$28053.05	\$28102.15	\$28151.25	\$28200.35	\$28249.45	\$28298.55	\$28347.65	\$28396.75	\$28445.85	\$28494.95	\$28544.05	\$28593.15	\$28642.25	\$28691.35	\$28740.45	\$28789.55	\$28838.65	\$28887.75	\$28936.85	\$28985.95	\$29035.05	\$29084.15	\$29133.25	\$29182.35	\$29231.45	\$29280.55	\$29329.65	\$29378.75	\$29427.85	\$29476.95	\$29526.05	\$29575.15	\$29624.25	\$29673.35	\$29722.45	\$29771.55	\$29820.65	\$29869.75	\$29918.85	\$29967.95	\$30017.05	\$30066.15	\$30115.25	\$30164.35	\$30213.45	\$30262.55	\$30311.65	\$30360.75	\$30409.85	\$30458.95	\$30508.05	\$30557.15	\$30606.25	\$30655.35	\$30704.45	\$30753.55	\$30802.65	\$30851.75	\$30900.85	\$30949.95	\$30999.05	\$31048.15	\$31097.25	\$31146.35	\$31195.45	\$31244.55	\$31293.65	\$31342.75	\$31391.85	\$31440.95	\$31490.05	\$31539.15	\$31588.25	\$31637.35	\$31686.45	\$31735.55	\$31784.65	\$31833.75	\$31882.85	\$31931.95	\$31981.05	\$32030.15	\$32079.25	\$32128.35	\$32177.45	\$32226.55	\$32275.65	\$32324.75	\$32373.85	\$32422.95	\$32472.05	\$32521.15	\$32570.25	\$32619.35	\$32668.45	\$32717.55	\$32766.65	\$32815.75	\$32864.85	\$32913.95	\$32963.05	\$33012.15	\$33061.25	\$33110.35	\$33159.45	\$33208.55	\$33257.65	\$33306.75	\$33355.85	\$33404.95	\$33454.05	\$33503.15	\$33552.25	\$33601.35	\$33650.45	\$33699.55	\$33748.65	\$33797.75	\$33846.85	\$33895.95	\$33945.05	\$33994.15	\$34043.25	\$34092.35	\$34141.45	\$34190.55	\$34239.65	\$34288.75	\$34337.85	\$34386.95	\$34436.05	\$34485.15	\$34534.25	\$34583.35	\$34632.45	\$34681.55	\$34730.65	\$34779.75	\$34828.85	\$34877.95	\$34927.05	\$349

DATE	AMOUNT	%	CUM. BAL.	DATE	AMOUNT	%	CUM. BAL.
1900	10.47%		14.47%	12	12.04%		12.04%
1901	0.46%		14.93%	1	0.30%		12.34%
1902	0.46%		15.39%	2	0.30%		12.64%
1903	0.05%		15.44%	7	7.49%		14.94%
1904	12.09%		16.56%	8	0.15%		15.09%
1905	0.79%		17.35%	9	0.36%		15.45%
1906	2.16%		19.51%	2	2.15%		15.67%
1907	1.62%		21.13%	2	1.19%		16.86%
1908	4.99%		26.12%	3	4.28%		21.14%
1909	5.36%		31.48%	5	0.25%		21.39%
1910	5.36%		36.84%	8	0.16%		21.55%
1911	4.17%		41.01%	5	5.32%		26.87%
1912	7.60%		48.61%	6	0.36%		27.23%
1913	5.44%		54.05%	5	5.32%		32.55%
1914	2.17%		56.22%	3	3.19%		35.74%
1915	2.79%		59.01%	4	4.28%		40.02%
1916	3.04%		62.05%	7	0.60%		40.62%
1917	1.07%		63.12%	1	1.46%		42.08%
1918	4.49%		67.61%	1	1.06%		43.14%
1919	5.44%		73.05%	3	0.36%		43.50%
1920	0.06%		73.11%	5	0.05%		43.55%
1921	0.06%		73.17%	1	1.07%		44.62%
1922	0.34%		73.51%	1	1.46%		46.08%
1923	0.05%		73.56%	7	0.05%		46.13%
1924	0.05%		73.61%	1	0.05%		46.18%
1925	0.05%		73.66%	1	0.05%		46.23%
1926	0.05%		73.71%	1	0.05%		46.28%
1927	0.05%		73.76%	1	0.05%		46.33%
1928	0.05%		73.81%	1	0.05%		46.38%
1929	0.05%		73.86%	1	0.05%		46.43%
1930	0.05%		73.91%	1	0.05%		46.48%
1931	0.05%		73.96%	1	0.05%		46.53%
1932	0.05%		74.01%	1	0.05%		46.58%
1933	0.05%		74.06%	1	0.05%		46.63%
1934	0.05%		74.11%	1	0.05%		46.68%
1935	0.05%		74.16%	1	0.05%		46.73%
1936	0.05%		74.21%	1	0.05%		46.78%
1937	0.05%		74.26%	1	0.05%		46.83%
1938	0.05%		74.31%	1	0.05%		46.88%
1939	0.05%		74.36%	1	0.05%		46.93%
1940	0.05%		74.41%	1	0.05%		46.98%
1941	0.05%		74.46%	1	0.05%		47.03%
1942	0.05%		74.51%	1	0.05%		47.08%
1943	0.05%		74.56%	1	0.05%		47.13%
1944	0.05%		74.61%	1	0.05%		47.18%
1945	0.05%		74.66%	1	0.05%		47.23%
1946	0.05%		74.71%	1	0.05%		47.28%
1947	0.05%		74.76%	1	0.05%		47.33%
1948	0.05%		74.81%	1	0.05%		47.38%
1949	0.05%		74.86%	1	0.05%		47.43%
1950	0.05%		74.91%	1	0.05%		47.48%
1951	0.05%		74.96%	1	0.05%		47.53%
1952	0.05%		75.01%	1	0.05%		47.58%
1953	0.05%		75.06%	1	0.05%		47.63%
1954	0.05%		75.11%	1	0.05%		47.68%
1955	0.05%		75.16%	1	0.05%		47.73%
1956	0.05%		75.21%	1	0.05%		47.78%
1957	0.05%		75.26%	1	0.05%		47.83%
1958	0.05%		75.31%	1	0.05%		47.88%
1959	0.05%		75.36%	1	0.05%		47.93%

STOLL STOLL BERNE & LOKTING P.C.

LAWYERS

GARY M. BERNE
TIMOTHY W. HELTZEL
DAVID A. LOKTING
ROBERT A. SHLACHTER*
N. ROBERT STOLL

* ALSO MEMBER OF CALIFORNIA BAR
* ALSO MEMBER OF WASHINGTON BAR

ALLEN FIELD
ALISON A. GREENE*
PHILIP S. GRIFFIN*
KEITH A. KETTERLING
SANDRA L. KOHN
STEVE D. LARSON
ROXANNE A. LEIDHOLDT
CECIL B. STRANGE

VIA MESSENGER

July 6, 1994

David N. Watson
Senior Vice President
Marketing and Sales
Comcast Cellular Communications
480 East Swedesford Road
Wayne, Pennsylvania 19087-1867

Re: Ellis Thompson Corporation

Dear Dave:

Enclosed is the letter you forwarded to us recently for Ellis Thompson's signature regarding the new rate plan in the Wilmington and Dover markets. The letter and the new plan have been reviewed and approved by Mr. Thompson.

Very truly yours,

David A. Lokting
David A. Lokting

DAL:lf

Enclosure

c: Ellis Thompson

19273.1 6070 02



AM 143699

Comcast Cellular
Communications, Inc.
480 East Swedesford Road
Wayne PA 19087-1867
215 975-5000



June 30, 1994

Mr. Jeff Thompson
c/o David Lokting, Esq.
Stoll, Stoll, Berne & Lokting
209 SW Oak Street, Suite 500
Portland, OR 97204

Dear Jeff:

We are launching a new rate plan in our Wilmington and Dover markets that we recommend for launch in the Atlantic City market as well. By way of this letter, we are asking for your approval to do so. The new rate plan would have a higher access charge (\$32.95) but would include the customer's choice of some service features.

The plan offers flexibility for the customer because the customer can design their own plan based on their particular need. The Plan includes the customer's choice and two ancillary services. The ancillary services will be focussed on increasing minutes of use per subscriber. The competition does not offer such flexibility.

The launch of this new plan is scheduled for August 1, which gives us just enough time to work with vendors to prepare launch materials. There is no incremental cost to promote this plan, since we are able to do this within our current budget.

Additionally, we have found ourselves at a competitive disadvantage regarding our toll free calling area. Our competitor, Bell Atlantic Mobile Systems, offers four counties toll free: Atlantic, Cape May, Ocean and Cumberland. We only offer two counties toll free: Atlantic and Cape May. Upon your approval, we would like to match BAMS' toll free area now with future consideration for an even wider area than BAMS.

The impact of matching BAMS' coverage is difficult to quantify, however, our Atlantic City customers generate 2.6¢ per minute on long distance to the entire county. The amount of revenue lost by including Ocean and Cumberland counties is only a very small percent of the total. We have already lost a 25 phone account as a result of this issue, representing \$15,000 annually. Other large accounts such as Caesars, Atlantic Electric, Atlantic City and Atlantic County are finding this an issue as well. Finally, there is business we are not getting at the point of sale.

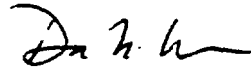
AM 143700

Mr. Jeff Thompson
June 30, 1994
Page Two

The lost airtime revenue for exceeds any losses in toll revenue to Ocean and Cumberland counties.

Please let me know if you have any questions. If our rate changes are acceptable please countersign with your approval. I look forward to your prompt response.

Sincerely,

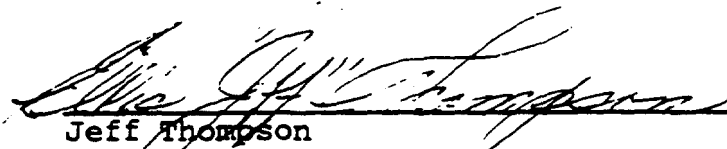


David N. Watson
Senior Vice President
Marketing and Sales

DNW/rb

Enclosure

cc: Jeff Smith, Esq.
Anna Hillman


Jeff Thompson

AM 143701

Your Choice Plan

Your Choice Rate Structure

<i>Monthly Access</i>	<i>\$32.95</i>
<i>Peak Rate</i>	<i>.39</i>
<i>Off-Peak Rate</i>	<i>.19</i>

Standard Features

Free Detailed Billing
60 Free Off-Peak Minutes
Free Weekend Long Distance (Wilm & AC)
Roam Free Eastern Shore (Dover)

Choice of Two Additional Features

CDM
Voice Connect
Mobile Mail
Mobile Mail with Page Alert
NACN
Reduced Incoming Call Rate (.19 Peak / .12 Off-Peak)
NY To DC Reduced Roaming (.50 min)

RATE PLAN COMPARISONS

ATLANTIC CITY

YOUR CHOICE

	YOUR CHOICE	Feature Cost		MM	OFF PK	PREF	CORP I	CORP II
		N.E. .50 ROAM	DISC. INBD CALL					
MONTHLY SERVICE	\$32.95			\$29.95	\$14.95	\$24.95	\$17.00	\$16.00
PEAK RATE	\$0.39		\$0.19	\$0.52	\$0.80	\$0.49	\$0.38	\$0.36
OFF PEAK RATE	\$0.19		\$0.12	\$0.30	\$0.25	\$0.27	\$0.17	\$0.16
FREE PEAK MIN.	0			0	0	0	0	0
FREE OP MIN.	60			0	0	0	0	0
PEAK	75%			75%	60%	75%	75%	75%
OFF-PEAK	25%			25%	40%	25%	25%	25%
MINUTES OF USE								
10	\$36.05	\$0.17	\$0.20	\$34.60	\$20.75	\$29.30	\$20.28	\$19.10
20	\$39.15	\$0.34	\$0.40	\$39.25	\$26.55	\$33.65	\$23.55	\$22.20
30	\$42.26	\$0.51	\$0.60	\$43.90	\$32.35	\$38.00	\$26.83	\$25.30
40	\$45.36	\$0.69	\$0.80	\$48.55	\$38.15	\$42.35	\$30.10	\$28.40
50	\$48.46	\$0.86	\$1.01	\$53.20	\$43.95	\$46.70	\$33.38	\$31.50
60	\$51.56	\$1.03	\$1.21	\$57.85	\$49.75	\$51.05	\$36.65	\$34.60
65	\$53.12	\$1.11	\$1.31	\$60.18	\$52.65	\$53.23	\$38.29	\$36.15
70	\$54.67	\$1.20	\$1.41	\$62.50	\$55.55	\$55.40	\$39.93	\$37.70
95	\$62.42	\$1.63	\$1.91	\$74.13	\$70.05	\$66.28	\$48.11	\$45.45
100	\$63.97	\$1.72	\$2.01	\$76.45	\$72.95	\$68.45	\$49.75	\$47.00
110	\$67.08	\$1.89	\$2.21	\$81.10	\$78.75	\$72.80	\$53.03	\$50.10
130	\$73.28	\$2.23	\$2.61	\$90.40	\$90.35	\$81.50	\$59.58	\$56.30
140	\$76.38	\$2.40	\$2.81	\$95.05	\$96.15	\$85.85	\$62.85	\$59.40
160	\$82.59	\$2.74	\$3.22	\$104.35	\$107.75	\$94.55	\$69.40	\$65.60
180	\$88.79	\$3.09	\$3.62	\$113.65	\$119.35	\$103.25	\$75.95	\$71.80
200	\$95.00	\$3.43	\$4.02	\$122.95	\$130.95	\$111.95	\$82.50	\$78.00
220	\$101.20	\$3.77	\$4.42	\$132.25	\$142.55	\$120.65	\$89.05	\$84.20
240	\$107.41	\$4.12	\$4.82	\$141.55	\$154.15	\$129.35	\$95.60	\$90.40
260	\$113.61	\$4.46	\$5.23	\$150.85	\$165.75	\$138.05	\$102.15	\$96.60
280	\$119.82	\$4.80	\$5.63	\$160.15	\$177.35	\$146.75	\$108.70	\$102.80
300	\$126.02	\$5.15	\$6.03	\$169.45	\$188.95	\$155.45	\$115.25	\$109.00

AM 143703

* Your Choice revenue projections are NET of Long Distance cost.



TO: Dave Watson

DATE: December 2, 1993

FROM: Dominic C. Villecco

COPIES TO: A.Hillman
C.Moir
D.O'Brien

SUBJECT:

ATLANTIC CITY 1994 CAPITAL BUDGET ANALYSIS

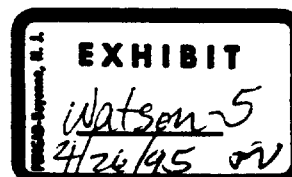
Attached is a one page summary of the proposed Atlantic City Capital budget (PLAN A and PLAN B). As discussed during several meetings, including the Ellis Thompson meeting, we feel it is essential to budget and implement all three cells in an effort to support the Atlantic City customer base. With the trend toward a portable market, each of these cells is important. The Hammonton and Tuckahoe cells will address areas of marginal to poor mobile service and Pleasantville will greatly enhance portable service in the most highly populated region within the Atlantic City system.

Some important highlight of the analysis are:

1. FNE purchased this year will fall into our 50% deal from Motorola. This deal has been executed and we are currently receiving inventory.
2. FNE purchases for Pleasantville which are deferred until 1995 are likely to cost full price as we have not identified any more available used FNE (an additional cost of approximately \$150,000).
3. All sites include towers as capital expenditures, which will be reduced if existing structures are successfully located.
4. The difference in operating expense between the two plans is approximately \$21,000. Due to the timing of potential approvals that may actually decrease because it will be difficult to make the proposed "on air" dates.

As per our discussion, please provide whatever other information necessary to help support the recommendation to Ellis Thompson to implement PLAN A. Please feel free to attach this memo and analysis to whatever you prepare.

DCV/nc
Attachment



AM 145659

Assumptions
 projected utilities \$300/mo
 projected phone \$45/mo + \$200 install
 projected rent \$900/mo
 projected interconnect/mo:
 Hammondon \$435
 Pleasantville \$216
 Luckahoe \$380

Local Message Units and Switching Fees based on average monthly projected system minutes (1,180,000 min/12 months/11 sites).
 LMU = \$0.12/min
 Switching fee = \$0.05/min
 Tower and modular building included at each site; may not be required for actual build.
 1994 FNE purchased at 50% of current Level E prices.
 Deferred FNE purchased at full Level E price.

Plan A																
Site	On-line	FNE	Dropship	Proj Mgt.	Acq	Inst/Eng	Bldg/Twr	1994 CAPEX	Intercon	LMU	Sw Fee	Electric	Phone	Rent	TOTAL OPS	1994 TOTAL
Laumonton S/S 4/32	Apr 94	213,050	64,970	6,000	45,000	29,410	121,688	480,118	3,480	8,582	3,576	2,400	560	7,200	25,798	505,916
Pleasantville O/O 2/13	May 94	149,275	48,027	6,000	45,000	29,410	121,688	399,400	1,512	7,509	3,129	2,100	515	6,300	21,065	420,465
Luckahoe O/O 3/26	June 94	108,280	39,750	6,000	45,000	29,410	121,688	350,128	2,280	6,436	2,682	1,800	470	5,400	19,068	369,196
																=====
Total		470,605	152,747	18,000	135,000	88,230	365,064	1,229,646	7,272	22,527	9,386	6,300	1,545	18,900	65,931	1,295,577

Plan B																
Site	On-line	FNE	Dropship	Proj Mgt.	Acq	Inst/Eng	Bldg/Twr	1994 CAPEX	Intercon	LMU	Sw Fee	Electric	Phone	Rent	TOTAL OPS	1994 TOTAL
Hammondon S/S 4/32	Apr 94	213,050	64,970	6,000	45,000	29,410	121,688	480,118	3,480	8,582	3,576	2,400	560	7,200	25,798	505,916
Pleasantville O/O 2/13	Purchase deferred until 1995.															
Luckahoe O/O 3/26	June 94	108,280	39,750	6,000	45,000	29,410	121,688	350,128	2,280	6,436	2,682	1,800	470	5,400	19,068	369,196
Total		321,330	104,720	12,000	90,000	58,820	243,376	830,246	5,760	15,018	6,258	4,200	1,030	12,600	44,866	875,112

1995 Purchase assumes no price increases

1995 Purchase assumes no price increases																
Site	On-line	FNE	Dropship	Proj Mgt.	Acq	Inst/Eng	Bldg/Twr	1995 CAPEX	Intercon	LMU	Sw Fee	Electric	Phone	Rent	TOTAL OPS	1995 TOTAL
Pleasantville O/O 2/13	May 95	298,550	48,027	6,000	45,000	29,410	121,688	548,675	1,512	7,509	3,129	2,100	515	6,300	21,065	569,740

Cost differences:	Capex	Ops	Total
Plan A	1,229,646	65,931	1,295,577
Plan B	830,246	44,866	875,112
Difference	399,400	21,065	420,465

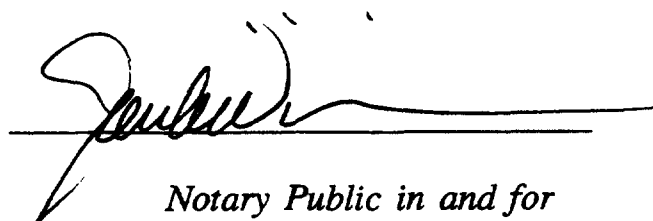
Pleasantville FNE, 1994: 149,275
 Pleasantville FNE, 1995: 298,550
 (149,275)

CERTIFICATE OF REPORTER

UNITED STATES OF AMERICA) ss.:

DISTRICT OF COLUMBIA)

I, JAN A. WILLIAMS, the officer before whom the foregoing deposition was taken, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

A handwritten signature in dark ink, appearing to be "Jan A. Williams", is written over a horizontal line.

*Notary Public in and for
the District of Columbia*

My commission expires: 03-31-97

CELLULAR
MANAGEMENT

SERVICES, INC.

CELLULAR

SETTLEMENT

File No. _____

THIS AGREEMENT, by and between Cellular Management Services, Inc. ("CMS"), an Ohio corporation with offices at 14600 Detroit Avenue, Lakewood Center North, 4th Floor, Lakewood, Ohio 44107, and the undersigned parties who have filed applications with the Federal Communications Commission ("FCC") for licenses to construct and operate non-wireline cellular radio facilities in Metropolitan Statistical Areas ("MSAs") 121-150 (hereinafter "Applicants").

WHEREAS, the FCC, in its Memorandum Opinion and Order On Reconsideration (FCC 85-117), released May 3, 1985 (hereinafter "Lottery Reconsideration Order"), has eliminated the award of cumulative chances to joint enterprises consisting of mutually exclusive non-wireline (i.e., non-telephone company) applicants in MSAs beyond the top-120, but continues to permit under the terms and conditions contained herein non-wireline applicants to enter into settlement agreements after filing their applications; and

WHEREAS, CMS is experienced in the cellular radio industry; and

WHEREAS, Applicants are aware that the FCC has announced in Public Notice 2943 released March 4, 1986 and Public Notice 3194 released March 19, 1986 that there were a substantial number of non-wireline applications filed in MSAs 121-150, and are desirous of effectuating either partial or full-market settlements wherever possible; and

WHEREAS Applicants wish to retain CMS to organize and arrange for the preparation of all document necessary to effectuate full or partial settlements in MSAs 121-150.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

S E C T I O N 1
D E F I N I T I O N S

Wherever used in this Agreement, as hereinafter defined, the following terms shall have the meanings respectively assigned to them in this SECTION 1.

"Additional Applicants" means any person who has filed one or more Domestic Public Cellular Radio Telecommunications Service ("DPCRTS") non-wireline applications before the FCC for MSAs 121 through 150 who is not a party to this Agreement. A person shall be deemed an "Additional Applicant" before the FCC so long as there has not been a Final Order dismissing their application(s).

"Agreement" means the Cellular Settlement Agreement, as the same may be amended from time to time.

"Applicant" means an person who has filed non-wireline cellular radio applications before the FCC to establish facilities in in the DPCRTS in Metropolitan Statistical Areas and or New England County Metropolitan Areas (collectively "MSAs") 121 through 150 and who has executed this Agreement. A person shall be deemed to be an "Applicant" so long as there has not been a Final order dismissing their application(s).

"Comprehensive Settlement" means a settlement by and between all persons who have filed DPCRTS applicants in MSAs 121-150 which have been found by the FCC to be acceptable for filing.

"Construction Permit" means an authorization granted by the FCC enabling a person to construct a DPCRTS system.

"FCC" means the Federal Communications Commission or any successor federal agency having jurisdiction over the regulation of a DPCRTS.

"Final Order" means an action by the FCC as to which: (i) no request for stay by the FCC of the action is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it has passed; (ii) no petition for rehearing or reconsideration of the action is pending before the FCC, and the time for filing any such petition has passed; (iii) the FCC does not have the action under reconsideration on its own motion and the time for such reconsideration has passed; and (iv) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and if any deadline for filing any such appeal or request is designated by statute or rule, it has passed.

"Partial Settlement" means a settlement by and between two or more Applicants, which does not result in a full comprehensive settlement of the market.

"Party" means any person who has signed this Agreement (see definition of Applicant, supra).

"Person" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative, association, individual or other entity, and their heirs, executors,

administrators, legal representatives, successors and assigns of such person as the context may require.

"Tentative Selectee" or "Alternate Selectee" ("lottery winner") means a non-wireline DPCRTS application tentatively selected at random by the FCC through a lottery, and after further FCC review to be awarded a Construction permit subject to petitions to deny.

2.1 Upon execution of this Agreement by CMS and the first Applicant hereto, CMS shall commence to contact and attempt to organize full or partial settlements in MSAs 121-150 with other parties who have filed DPCRTS applications.

2.2 CMS shall undertake responsibility for engaging appropriate counsel to prepare and file all documents to obtain FCC approval of the settlements contemplated herein if required;

2.3 In return for CMS's services in attempting to organize settlements, each Applicant shall upon execution of this Agreement pay CMS a non-refundable administrative fee in the amount of-\$150.00 for the first application filed or for the first application, and \$50.00 for each additional application in MSA's 121-150. This fee shall cover all services rendered by CMS and expenses incurred by CMS up to the point that a lottery is held or a comprehensive settlement is achieved. Thereafter, the Tentative Selectee shall be responsible for all expenses incurred in connection with organizing settlement partnerships or obtaining necessary FCC approvals.

SECTION 3

INTEREST ACQUIRED

3.1 Upon execution of this Agreement, and in the event of a lottery, each Party hereto, which has filed an application that the FCC accepts for filing and is ultimately neither dismissed nor denied by a Final Order of the FCC, grants to each other Party hereto which has filed or contracted to file an application meeting the same criteria (i.e., accepted for filing and neither dismissed nor denied by a Final Order of the FCC) in the same MSA a pro rata share of up to 49.99% of the Tentative Selectee's application.

3.2 The Parties agree that pursuant to this Agreement, the pro rata share of each losing party may not exceed 0.99% each. Therefore, in the event that there are fewer than 50 losing Parties to this Agreement in a given MSA, the equity for the losing Applicants shall be reduced below 49.99% to a level such that each losing party's potential pro rata share shall be 0.99%.

3.3 In the event there are more than 51 Parties to the Agreement in a given MSA, the initial pro rata share of the winning Applicant which will be shared by the losing Applicants will be less than 0.99%.

3.4 The Parties agree that in the event any Applicant who signs this Agreement is chosen as Tentative Selectee or Alternate Selectee, through lottery, then such Applicant agrees to the following subject to FCC approval:

(a) The Tentative Selectee shall, as majority owner, be responsible for its share of the financing in accordance with its ownership interest, plus, construction, management construction, management and other operational aspects of the cellular system, as required by current FCC Rules and Policies;

(b) The Parties agree that a two-thirds (2/3) majority vote shall be required before selling control of the license.

(c) The Tentative Selectee or Alternate Selectees recognize that there are many professional firms offering their services to organize the ownership, financing, engineering and operation of a cellular system. CMS shall offer any Party its advise, counseling and support services relating to such cellular system, at a fee to be neogotiated by the Parties separate from this Agreement.

(d) Although CMS believes that the settlement contemplated by this Agreement complies with current FCC Rules, Regulations, and policies, no assurance can be given that the FCC will not change such rules or regulations, thereby rendering any portion of this Agreement unlawful. Each Party agrees that CMS shall have the right to modify the terms of this Agreement to conform to such modifications, revisions or other changes in FCC Rules, Regulations and Policies.

(e) The provisions contained in Paragraph 3.4 are post-lottery conditions and have no effect on the rights of the Parties prior to the lotteries and the execution of this Agreement.

S E C T I O N 4

C O M P R E H E N S I V E S E T T L E M E N T

4.1 The Parties hereto expressly acknowledge that CMS has the unqualified right and obligation to attempt to encourage Additional Applicants to sign this Agreement. At no time prior to the holding of a lottery for any given market or the achievement of a Comprehensive Settlement for that market shall any Party or Parties to

This Agreement have the right to veto, protest, object to or in any way frustrate the admission of an Additional Applicant to this settlement. CMS shall retain the exclusive right to prescreen all potential Parties to this Agreement and to reject, based on the information available, the admission of any Person whose application is deemed by CMS to be frivolous and/or incapable of meeting FCC requirements.

4.2 In the event that the FCC dismisses the application(s) of a Party during the pre-lottery screening process and that Party's application(s) has not been reinstated by the FCC within ten (10) days of the date upon which the FCC grant of a Construction Permit has become a Final Order, then that Party shall forfeit all rights under this Agreement in those markets in which its application(s) has been dismissed. In the event a Party is chosen by lottery as the Tentative Selectee and that Party's application(s) is subsequently dismissed or denied by the FCC by a Final Order, then that Party shall also forfeit all rights under this Agreement.

4.3 In the event that a comprehensive settlement is achieved in any market prior to the holding of a lottery as a result of parties signing this Agreement, then all Parties in that market shall form a partnership in which each shall have an equal ownership share. Upon achieving a comprehensive settlement in any given market, CMS shall within ten (10) days notify the FCC that a settlement has been achieved. After this notification CMS shall no longer be obligated to the Parties for legal, accounting and other expenses necessary for preparation of partnership documents, or for such documents and services necessary to be filed and rendered in

connection with obtaining a Construction Permit from the FCC in the settling market.

4.4 In the event that coalitions of Additional Applicants notify CMS that they wish to negotiate a Comprehensive Settlement with the Parties hereto then CMS will not be obligated to initiate or negotiate such a Comprehensive Settlement due to the fact that the lottery for MSA's 121-135 is scheduled for April 21, 1986, and the lottery for MSA's 136-150 is scheduled for May 5, 1986; and as a result it is not economically or logistically feasible for CMS to undertake the burden of achieving a Comprehensive Settlement in this short time frame.

5.1 CMS is a corporation duly incorporated and legally existing in good standing under the laws of the State of Ohio, and has full corporate power and authority to carry on the business now conducted by it and to enter into and carry out its obligations under this Agreement.

6.1 If a corporation, each Applicant hereto is duly incorporated and legally existing in good standing under the laws of its state of incorporation, and has full corporate power and authority to carry on the business now conducted by it and to enter into and carry out its obligations under this Agreement.

6.2 If a partnership, each Applicant hereto is duly organized and legally existing in good standing under the laws of the state in which it was organized, and has full power and authority to carry on the business now conducted by it, and to enter into and carry out its obligations under this Agreement.

6.3 Each Applicant hereto is eligible to hold non-wireline DPCRTS authorizations under the general eligibility requirements of Section 22.4(a) of the FCC's Rules and under the alien ownership restrictions of Section 22.4(b) of the FCC's Rules.

6.4 Each Application hereto warrants that it has filed non-wireline DPCRTS applications in the markets shown on its Execution Page, annexed to this Agreement.

6.5 Each Applicant hereto hereby warrants that all statements of fact set forth in its non-wireline DPCRTS applications for MSAs 121-150 will be true, complete and correct, that its applications comply with all FCC Rules, policies and precedents.

6.6 No Applicant hereto has filed more than one DPCRTS application in any market in MSAs 121-150 in which its ownership interest in one(1) percent or greater.

6.7 Each Applicant agrees that it will not directly or indirectly petition to dismiss or deny or otherwise object to the DPCRTS application of any other Party to this Agreement.

6.8 No Applicant has or will join any other Applicant groups or alliances for purposes of partial or Comprehensive Settlement in MSA's 121-150 except as provided in this Agreement.

SECTION 7

INTERPRETATION OF FCC POLICIES AND REGULATIONS

7.1 This Agreement is expressly based upon Part 22 of the FCC's Rules and Regulations and the procedures and policies set forth in the FCC's Lottery Reconsideration Order and FCC policies and procedures. CMS shall have no obligation or liability to any Party to this Agreement if the FCC changes its procedures, policies or rules governing the filing of non-wireline DPCRTS applications for MSAs 121-150 or the terms under which Applicants may enter into post-filing cellular settlement agreement. CMS shall not be liable to any person in the event that the Applicant or Tentative Selectee is deemed to be unqualified, unsuitable, or otherwise unable to acquire a Construction Permit to own and operate a cellular system. CMS shall have no obligation or liability to any Party to this Agreement should such contingencies occur.

7.2 This Agreement requires no prior approval by the FCC, and the rights created hereunder are not cognizable application ownership interest under Section 22.921 of the FCC's Rules. Should the FCC during the term of this Agreement require prior approval and deny such approval, or should the FCC change its cellular procedures, policies or rules to render the interests created hereunder unlawful, then CMS shall have the right to amend and/or modify this Agreement to comply with such changes. The Parties hereto expressly agree and consent that any such supervening changes in federal law shall in no way affect, alter or diminish CMS's entitlement to administrative fees paid pursuant to this Agreement.

7.3 This Agreement contains the entire understanding of the parties and may not be amended or modified except by an agreement in writing signed by all Parties.

7.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

7.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.6 All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed duly given to a Party hereunder when delivered in person or mailed first class, postage pre-paid or registered or certified mail, addressed to:

Cellular Management Services, Inc.
14600 Detroit Avenue
Lakewood Center North - 4th Floor
Lakewood, Ohio 44107
(216) 228-2200

If to Applicant:

See Execution Page for each Applicant hereto.

7.7 CMS makes no warranties or guarantees that any person signing this Agreement will receive any interest in an FCC cellular license.

7.8 This Agreement shall inure to the benefit of and be binding upon the Parties hereto and each of their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates shown on their respective Execution Pages which are hereby incorporated herein by this reference and are hereby made an integral and material part of this Agreement.

Dated: _____

By: _____

File No. _____

The undersigned Applicant has, as of the date shown below, agreed to and accepted the terms and conditions of the foregoing Cellular Settlement Agreement. Applicant hereby certifies that it has filed non-wireline DPCRTS applications in the Metropolitan Statistical Areas or New England County Metropolitan Areas which are checked below:

<u>MSA</u>	<u>City</u>	<u>State</u>
_____ 121	Trenton	New Jersey
_____ 122	Binghamton	New York
_____ 123	Santa Rosa-Petaluma	California
_____ 124	Santa Barbara-Santa Maria-Lompoc	California
_____ 125	Appleton-Oskosh-Neenah	Wisconsin
_____ 126	Salinas-Seaside-Monterey	California
_____ 127	Pensacola	Florida
_____ 128	McAllen-Edinburgh-Mission	Texas
_____ 129	South Bend-Mishawaka	Indiana
_____ 130	Erie	Pennsylvania
_____ 131	Rockford	Illinois
_____ 132	Kalamazoo	Michigan
_____ 133	Manchester-Nashua (NECMA)	New Hampshire
_____ 134	Atlantic City	New Jersey
_____ 135	Eugene-Springfield	Oregon
_____ 136	Lorain-Elyria	Ohio
_____ 137	Melbourne-Titusville-Palm Bay	Florida
_____ 138	Macon-Warner Robins	Georgia
_____ 139	Montgomery	Alabama
_____ 140	Charleston	West Virginia
_____ 141	Duluth	Minnesota
_____ 142	Modesto	California
_____ 143	Johnstown	Pennsylvania
_____ 144	Orange County	New York
_____ 145	Hamilton-Middletown	Ohio
_____ 146	Daytona Beach	Florida
_____ 147	Ponce	Puerto Rico
_____ 148	Salem	Oregon
_____ 149	Fayetteville	North Carolina
_____ 150	Visalia-Tulare-Porterville	California

Applicant Name: _____
(Please Print)

Address: _____

Phone: (Home) _____ (Business) _____

Engineer or Application Preparer: _____

(Date) By: _____
(Applicant Signature)

(Title) - _____
(Print Name)

ATTACHMENT

The former section 3.4(b) of the CMS Settlement Agreement reads as follows:

(b) Notwithstanding the provisions of paragraph 3.4(a) above, such Tentative Selectee or Alternate Selectee agrees to equally share all revenues from its ownership and operation of the cellular system with all Parties hereto on a pro rata basis for a period of ten (10) years from the date such cellular system become operational. Thereafter all profits, losses and distributions shall be shared in proportion to the interests acquired by the Parties pursuant to Paragraphs 3.1 through 3.3 of this Agreement.